

LAW OFFICES

Friedman & MacFadyen, P.A.

DC OFFICE

5301 Wisconsin Ave. N.W.
Suite - 750
Washington, DC 20015
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FAX: (410) 727 1759

TOTMAN BUILDING - SUITE 400
210 EAST REDWOOD STREET
BALTIMORE, MARYLAND 21202-3399
Phone: (410) 685-1763
FAX: (410) 727-1759

VIRGINIA OFFICE

1601 Rolling Hills Drive
Surry Building, Suite 125
Richmond, VA 23229
Phone: (804) 288.0088
FAX: (804) 288 0052

PLEASE REPLY
TO VIRGINIA

August 10, 2010

CERTIFIED AND REGULAR MAIL

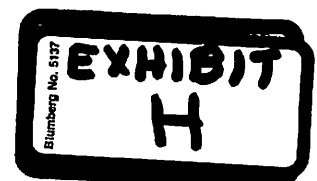
Ms. Michele L. McBeth
1321 Creamer Road
Norfolk, VA 23503

Re: EverHome Mortgage Company
v. Michele L. McBeth and Jeffrey Felipe McBeth
Loan No.: 9000076303
Our File No.: 225815

Dear Ms. McBeth

Enclosed you will find a copy of a notice of Trustees' Sale (the "Notice") of the real property described therein (the "Property"). The undersigned has been appointed Substitute Trustee for the purpose of conducting a foreclosure sale of the Property at the time, date and location described in the Notice. The foreclosure will take place in compliance with the terms of the Deed of Trust described in the Notice (the "Deed of Trust") and the note secured thereby (the "Note"). The Notice will be published in a newspaper of general circulation in the jurisdiction wherein the Property lies on the dates referenced. You are hereby further notified:

- A. That the Note is in default for non-payment;
- B. That the default was not cured as previously demanded by the holder of the note;
- C. That the Note and all of the debts and obligations, including all principal, interest and lawful charges secured by the Deed of Trust were previously accelerated and declared to be immediately due and payable in full by the holder of the Note and are hereby again accelerated; and
- D. That the aforementioned Property will be sold by foreclosure proceedings at public auction unless the entire balance of the Note (including all principal, interest and lawful charges) is paid in full before the date of the sale referenced in the attached Notice.



The sale will be made subject to all existing superior liens, easements and restrictive covenants as the same may lawfully apply to the Property. Additional terms will be announced at the time of the sale.

This letter and the attached Notice are being sent to each of the present owners of the Property by certified mail at least fourteen (14) days prior to the foreclosure sale at the last known address for each such owner shown on the books and records of the noteholder. This is a notice of foreclosure sale provided to you in compliance with the laws of Virginia.

Should you desire to avoid the necessity of a foreclosure sale and satisfy your obligation, you should contact the undersigned immediately.

Very truly yours,

FRIEDMAN & MacFADYEN, P.A.

Substitute Trustee 

JRM:nlj
Enclosure

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

NOTICE

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS FIRM IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THIS NOTICE APPLIES TO THE COMMUNICATION ENCLOSED HEREIN OR ATTACHED HERETO

**TRUSTEE'S SALE OF
1321 CREAMER ROAD
Norfolk Virginia**

Pursuant to the terms of a deed of trust dated July 29, 2003, in the original principal amount of \$168,000.00, recorded in the Clerk's Office, Circuit Court for the City of Norfolk, Virginia, as Instrument Number 030028549 at page 2016, the property briefly described below will be offered for sale at public auction:

Lot 7, Devon Halls, as the same is duly dedicated platted and recorded in Map Book 21 at page 104, among the land records for the City of Norfolk, Virginia, as more particularly described in the referenced Deed of Trust, (the "Property")

The sale will take place on August 27, 2010 at 11:00 a.m. at the main entrance, to the building housing the Circuit Court for the City of Norfolk, Virginia.

Terms: A deposit in the form of certified funds in the amount of \$15,000.00 or 10% of the successful bid, whichever is lower, is required of any bidder at the time of sale. Closing within fifteen (15) days of sale. Time is of the essence. Additional terms will be announced at sale. Purchaser to pay all closing costs. Sale subject to seller confirmation. Pursuant to the Federal Fair Debt Collection Practices Act, we advise you that this firm is a debt collector attempting to collect the indebtedness referred to herein and any information we obtain will be used for that purpose.

Johnie R. Muncy and F & M Services, L.C., Substitute Trustees

FOR INFORMATION CONTACT:

Friedman & MacFadyen, P.A., 1601 Rolling Hills Drive, Ste. 125,
Richmond, Virginia 23229, Telephone: (804)288-0088
Ref#225815

Ad dates: August 2, 2010 August 9, 2010 August 16, 2010

File# 225815

SUBSTITUTION OF TRUSTEE

THIS SUBSTITUTION OF TRUSTEE(S), made this 27th day of July, 2010 provides:
Grantor (whether one or more): MICHELLE L. ALLISON MCBETH AND JEFFREY FELIPE MCBETH; Original Trustee(s): TRSTE, INC.; Noteholder EVERHOME MORTGAGE COMPANY (Grantor); Substitute Trustee(s): JOHNIE R. MUNCY AND F & M SERVICES, LC, A VIRGINIA LIMITED LIABILITY COMPANY, all of 1601 Rolling Hills Drive, Suite 125, Richmond Virginia 23229 (City of Richmond), any of whom may act. For the purposes of indexing, the Original Trustee(s) and the Substitute Trustee(s) are grantees.

RECITALS

1. By Deed of Trust dated July 29, 2003 and recorded in the Clerk's Office for the Circuit Court of Norfolk City in Deed Book / Instrument # 030028549 at Page _____ (the "Deed of Trust"), the Grantor conveyed a certain parcel of land known as: 1321 Creamer Road , Norfolk, VA 23503 to the Original Trustee(s) to secure the payment of a note made by the Grantor in the original principal amount of \$168,000.00 (the "Note") payable to the Noteholder; and
2. The Deed of Trust provided that the holder of the Note secured by the Deed of Trust shall have the power to appoint substitute trustee(s) for any reason whatsoever by executing and acknowledging a document appointing substitute trustee(s); and
3. The Noteholder is the owner and holder of the Note secured by the Deed of Trust and is desirous of exercising the power of substitution granted the Noteholder in the Deed of Trust.

NOW, THEREFORE, in the exercise of the said power of substitution, the Noteholder does hereby substitute Johnie R. Muncy and F & M Services, LC, A Virginia Limited Liability Company, all of the the City of Richmond, any of whom may act, as trustees for and in the place of the Original Trustee(s), and any Substitute trustee(s) appointed prior hereto, to have all powers, authority and discretion granted by the Deed of Trust to the Original Trustee(s).

The Original trustee(s) and any substitute trustee(s) appointed prior hereto are hereby removed.

Prepared By:

LAW OFFICES
FRIEDMAN &
MACFADYEN, P.A.
1601 Rolling Hills Drive, Suite 125
RICHMOND, VA 23229

(804)288 0088

Parcel ID# 1540373880

In all other respects the Note and Deed of Trust shall be and remain the same.

WITNESS the following duly authorized signature and seal as of the day, month, and year first above written.

NOTEHOLDER

EVERHOME MORTGAGE COMPANY

By: Michele de Craen (SEAL)

Name: Michele de Craen

Title: Assistant Vice President

STATE OF FL CITY/COUNTY OF Duval, to-wit:

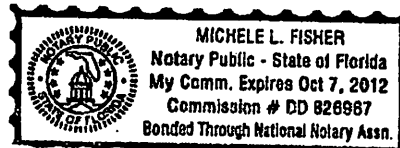
The foregoing instrument was acknowledged before me this 5 day of August, 2010 by Michele de Craen, as of Assistant Vice President on behalf of the corporation.

Michele de Craen

Notary Public

My commission expires: 10-7-2012

Our File No.: 225815



LAW OFFICES
FRIEDMAN &
MACFADYEN, P.A.
1601 Rolling Hills Drive, Suite 125
RICHMOND, VA 23229

(804)288 0028